

February 28, 2005

TO: KENNETH FARRALL, DNREC – PARKS & RECREATION
LACY NICHOLS, DNREC- FISH & WILDLIFE
ELSIE GODWIN, DELDOT-CANAL DISTRICT

FROM: ROXANN M. PARKER
STATE CONTRACT PROCUREMENT OFFICER
302-857-4555

SUBJECT: **AWARD NOTICE #7 – Effective December 4, 2007**
CONTRACT NO. 05-165-AH
RENTAL & SERVICING OF PORTABLE TOILETS

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a three (3) year period from March 1, 2005 through February 29, 2008. Each contract may be renewed for two (2) additional one year periods through negotiation between the contractor and the Division of Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended through Feb. 28, 2009 for Zones 1 & 2 Only. Zone #3 is on Contract GSS-MU-08-165A-RP.

2. VENDORS:

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<u>ZONES 1 & 2</u> A-1 SANITATION SERVICE, INC. 1009 River Road New Castle, DE 19720 Contact: Anthony A. Smiertka, Jr. Phone: (302) 322-1074 Fax: (302) 326-0360 E-mail: info@a1sanitation.com Federal E.I.#: 51-0344485
<u>ZONE 3</u> MOOR DISPOSAL SERVICE, INC. P. O. Box 644 Rehoboth Beach, DE 19971 Contact: Mrs. Ann Marie Moor Phone: (302) 945-7824 Fax: (302) 227-1693 E-mail: amoor66430@aol.com Federal E.I.#: 51-0387353

3. SHIPPING TERMS:

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F.O.B. destination; freight pre-paid.

4. DELIVERY AND PICKUP:

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As required.

5. PRICING:

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Prices will remain firm for the term of the contract year.

		ZONE 1 - NEW CASTLE		
		DIV. OF FISH & WILDLIFE		
		VENDOR OWNED		
Annual				A-1 Sanitation
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
1	Augustine Beach	1 ea. Standard	Twice Week M & F	\$80.00
	(Boat Ramp)	1 ea. Handicapped	Twice Week M & F	\$120.00
2	Collins Beach	1 ea. Standard	Twice Week M & F	\$80.00
	(Boat Ramp)	1 ea. Handicapped	Twice Week M & F	\$120.00
3	Ommelanden Range	1 ea. Standard	Twice Week M & F	\$80.00
		1 ea. Handicapped	Twice Week M & F	\$120.00
Seasonal				
4	Augustine Beach	2 ea. Standard	Twice Week M & F	\$160.00
	(Boat Ramp)			\$80.00
		1 ea. Standard CVA	Twice Week M & F	\$40.00
5	Collins Beach	1 ea. Standard CVA	Twice Week M & F	\$40.00
	(Boat Ramp)			
6	Augustine Beach Shop	1 ea. Standard	As Required	\$5.00
	(Check Station)			per service

		ZONE 2 – KENT			
		DIV. OF FISH & WILDLIFE			
		VENDOR OWNED			
				A-1 Sanitation	
Annual					
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>	
7	McGinnis Pond Shop	1 ea. Standard	Weekly- Monday	\$65.00	
8	Little Creek Wildlife Shop	1 ea. Standard	Weekly- Monday	\$65.00	
9	AREC Main Bldg.	1 ea. Standard	Weekly- Monday	\$65.00	
10	Sugar Loaf Farm N.G.	1 ea. Standard	Weekly- Monday	\$65.00	
Seasonal					
11	Woodland Beach	1 ea. Standard	Weekly- Monday	\$65.00	
	Fishing Pier	1 ea. Handicapped	Weekly- Monday	\$120.00	
12	Port Mahon	1 ea. Standard	Weekly- Monday	\$65.00	
	(Boat Ramp)	1 ea. Handicapped	Weekly- Monday	\$120.00	
Seasonal					
13	Bowers Beach	1 ea. Standard	Weekly- Monday	\$65.00	
	(Boat Ramp)	1 ea. Handicapped	Weekly- Monday	\$120.00	
		1 ea. Standard CVA	Weekly- Monday	\$40.00	
Short Term					
14	Little Creek Deer Check	1 ea. Standard	A Required	\$10.00	
	Station			per service	
15	AREC Check Station	1 ea. Standard	A Required	\$10.00	
				per service	
				STATE OWNED	
Seasonal				A-1 Sanitation	
16	Ted Harvey W. A.	1 ea. Handicapped	Weekly- Monday	\$60.00	

		ZONE 3 – SUSSEX		
		DIV. OF FISH & WILDLIFE		
		VENDOR OWNED		
Annual				Moor Disposal
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
17	Nanticoke Wildlife Area	1 ea. Standard	Weekly- Monday	\$53.00
	Shop			
18	Assawoman Wildlife Area Shop	1 ea. Standard	Weekly- Monday	\$53.00
19	Assawoman Wildlife Area:			
	a. Mulberry Landing Boat	1 ea. Standard	Weekly- Monday	\$80.00
	Ramp	1 ea. Handicapped	Twice Weekly M & F	\$100.00
	b. Strawberry Landing	1 ea. Standard	Weekly- Monday	\$53.00
	Fishing Area		Twice Weekly M & F	\$80.00
	c. Sassafras Landing	1 ea. Standard	Weekly- Monday	\$53.00
	Fishing Area		Twice Weekly M & F	\$80.00
Seasonal				
20	Cedar Creek Boat Ramp	1 ea. Standard	Twice Weekly M & F	\$80.00
		1 ea. Handicapped	Twice Weekly M & F	\$100.00
		1 ea. Standard CVA	Twice Weekly M & F	\$80.00
21	Lewes Boat Ramp	1 ea. Standard	Three Times Weekly M W & F	\$120.00
		1 ea. Handicapped	Three Times Weekly M W & F	\$150.00
		1 ea. Standard CVA	Three Times Weekly M W & F	\$120.00
22	Phillips Landing	1 ea. Standard	Twice Weekly M & F	\$80.00
		1 ea. Handicapped	Twice Weekly M & F	\$100.00
		1 ea. Standard CVA	Twice Weekly M & F	\$80.00

		ZONE 3 – SUSSEX			
		DIV. OF FISH & WILDLIFE			
		VENDOR OWNED			
Seasonal				Moor Disposal	
23	Rosedale Beach	1 ea. Standard	Twice Weekly M & F	\$80.00	
		1 ea. Handicapped	Twice Weekly M & F	\$100.00	
		1 ea. Standard CVA	Twice Weekly M & F	\$80.00	
24	Massey's Landing	1 ea. Standard	Three Times Weekly M W & F	\$120.00	
		1 ea. Handicapped	Three Times Weekly M W & F	\$150.00	
		1 ea. Standard CVA	Three Times Weekly M W & F	\$120.00	

		ZONE 1 - NEW CASTLE		
		DIV. OF PARKS & REC.		
		STATE OWNED		
Annual				A-1 Sanitation
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
25	Lums Pond State Park:			
	a. Boat Ramp	1 ea. Handicapped	Weekly-Friday	\$60.00
		1 ea. Handicapped	On Call	\$10.00
				per service
	b. Primitive Campground	1 ea. HC & 1 Reg.	Weekly-Friday	\$120.00
				\$60.00 ea
		1 ea. HC & 1 Reg.	On Call	\$10.00
				\$5.00
				per service
	c. #1 Area	1 ea. Regular	On Call	\$5.00
				per service
		1 ea. Regular	On Call	\$5.00
				per service
26	Fort DuPont State Park:			
	Maintenance Shop	1 ea. Handicapped	On Call	\$5.00
				per service
27	White Clay Creek State Pk.			
	a. Carpenter Rec. Area	1 ea. Handicapped	Monday	\$60.00
	Main Lot			
	b. Carpenter Rec. Primitive	1ea. HC & 2 Reg.	On Call	\$15.00
	Campground			\$5.00
				per service

		ZONE 1 - NEW CASTLE		
		DIV. OF PARKS & REC.		
		VENDOR OWNED		
Annual				A-1 Sanitation
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
28	White Clay Creek State Park:			
	Possum Hill Area	1 ea. Handicapped	On Call	\$50.00
	Nine-Foot Road Lot			per service
		1 ea. Handicapped	Monday	\$120.00
		1 ea. Handicapped	On Call	\$50.00
				per service
29	Fort DuPont State Park:			
	a. Grass Dale	1 ea. Regular	Weekly-Friday	\$65.00
	b. Boat Ramp	1 ea. Regular	Twice Weekly Mon & Fri	\$100.00
			Weekly	40.00
	c. Fort DuPont	1 ea. Handicapped	Twice Weekly Mon & Fri	\$150.00
			Weekly	50.00
30	Wilmington State Park:			
	a. Josephine Garden	1 ea. Regular	Weekly-Friday	\$45.00
	(Fountain Pump House)	2 ea. Regular	Weekly-Friday	\$90.00
				\$45.00 ea
		1 ea. Regular	Weekly-Friday	\$45.00
	b. Gilpin Ave. & Clayton St.	1 ea. Regular	Weekly-Friday	\$65.00
	Rodney St. Tennis Court			
	c. Rattlesnake Run	1 ea. Regular	Weekly-Friday	\$65.00
	(Bottom of Hill By River)			

		ZONE 1 - NEW CASTLE			
		DIV. OF PARKS & REC.			
		STATE OWNED			
Annual				A-1 Sanitation	
31	Bellevue State Park:				
	a. Art Center	1 ea. Handicapped	Weekly-Friday	\$48.00	
	b. Vegetable Garden	2 ea. Regular	Weekly-Friday	\$96.00	
				\$48.00	ea
	c. Percheron Barn	1 ea. HC & 1 Reg.	Weekly-Friday	\$96.00	
				\$48.00	ea
	d. Carriage House	1 ea. Regular	Weekly-Friday	\$48.00	
	e. Bandshell	1 ea. Handicapped	Weekly-Friday	\$48.00	
32	Fox Point State Park:				
	Fox Point	1 ea. HC & 1 Reg	Weekly-Friday	\$96.00	
				\$48.00	ea
33	Brandywine Creek State Park:				
	Primitive Campground	2 ea Regular	On Call	\$20.00	
				\$10.00	
				per service	

(REV. 4/27/05)

		ZONE 2 – KENT		
		DIV. OF PARKS & REC.		
		STATE OWNED		
Annual				A-1 Sanitation
34				
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
	Killens Pond State Park:			
	a. Campground Fee Booth	1 ea. Regular	On Call	\$10.00
				per service
			Weekly-Friday	\$65.00
			On Call	\$10.00
				per service
	b. Campground Pavilion	1 ea. Handicapped	On Call	\$10.00
				per service
			Weekly-Friday	\$65.00
			On Call	\$10.00
				per service
	c. G Loop Campground	1 ea. HC & 1 Reg	On Call	\$20.00
				\$10.00
				per service
			Weekly-Friday	\$130.00
				\$65.00
				ea
			On Call	\$20.00
				\$10.00
				per service
	d. Boat Rental	1 ea. Handicapped	Weekly-Friday	\$60.00
	e. Dump Station	Holding Tank-2000 gal.	On Call	\$250.00
				per service

		ZONE 2 – KENT		
		DIV. OF PARKS & REC.		
		STATE OWNED		
Annual				A-1 Sanitation
34	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
	f. Youth Group Camp Area	1 ea. HC & 1 Reg	On Call	\$20.00
				\$10.00
				per service
			Weekly-Friday	\$130.00
				\$65.00
				ea
			On Call	\$20.00
				\$10.00
				per service
	g. Yurt	1 ea. Handicapped	On Call	\$10.00
				per service
			Weekly-Friday	\$65.00
			On Call	\$10.00
				per service
	h. Boat Ramp	1 ea. Handicapped	On Call	\$10.00
				per service
			Weekly-Friday	\$65.00
			On Call	\$10.00
				per service

		ZONE 3 – SUSSEX		
		DIV. OF PARKS AND REC.		
		VENDOR OWNED		
Annual				Moor Disposal
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
35	Trap Pond State Park:			
	a. Trussum Pond	1 ea. Handicapped	Weekly-Friday	\$80.00
	b. Boat Ramp	1 ea. Handicapped	Weekly-Friday	\$80.00
	c. Boat House	1 ea. Handicapped	Weekly-Friday	\$80.00
36	Trap Pond State Park:	STATE OWNED-36 ONLY		
	a. Boy Scout Area	1 ea. Regular	Weekly-Friday	\$80.00
	b. Cypress Point	1 ea. Handicapped	Weekly-Friday	\$80.00
	Trap Pond State Park:			
	c. Nature Center	1 ea. Regular	Weekly-Friday	\$50.00
37	Cape Henlopen State Park:			
	a. Herring Point	1 ea. Handicapped	M., W., & F.	\$180.00
	b. Primitive Youth Camp	1 ea. HC & 1 Reg.	On Call	\$90.00
				\$45.00
				per service
			Mon. & Fri.	\$180.00
				\$90.00
				ea
			On Call	\$90.00
				\$45.00
				per service

		ZONE 3 - SUSSEX			
		DIV. OF PARKS & REC.			
		STATE OWNED			
Annual				Moor Disposal	
37	Cape Henlopen State Park:				
	c. Pavilion				
		1 ea. Handicapped	On Call	\$45.00	
				per service	
		1 ea. HC & 1 Reg.	Mon & Fri	\$100.00	
				\$50.00	ea
		1 ea. HC & 2 Reg.	Mon & Fri	\$270.00	
				\$90.00	ea
		1 ea. HC & 1 Reg.	Friday	\$100.00	
				\$50.00	ea
		1 ea. Handicapped	On Call	\$45.00	
				per service	
	d. Fishing Pier	1 ea. HC & 1 Reg	Mon & Fri	\$100.00	
				\$50.00	ea
		1 ea. HC & 1 Reg	M W & F	\$300.00	
				HC-\$180.00	
				Reg-120.00	
		1 ea. HC & 1 Reg	Mon & Fri	\$100.00	
				\$50.00	ea

		ZONE 3 - SUSSEX		
		DIV. OF PARKS & REC.		
		VENDOR OWNED		
Annual				Moor Disposal
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
38	a. Gordon's Pond	2 ea. HC & 6 Reg	M W & F	\$1,270.00
				HC-\$275.00
				Reg-\$120.00
		2 ea. HC & 6 Reg	M W F & Sun	\$1,730.00
				HC-\$385.00
				Reg-\$160.00
		2 ea. HC & 2 Reg	Mon. & Fri.	\$300.00
				HC-\$100.00
				Reg-\$50.00
	b. Beach Plum Island	1 ea. HC & 1 Reg	Mon. & Fri.	\$180.00
				HC-130.00
				Reg-50.00
39	Holts Landing State Park:			
	Main Parking Lot	1 ea. Handicapped	Mon & Fri	\$90.00

		ZONE 3 - SUSSEX			
		DIV. OF PARKS & REC.			
		STATE OWNED			
Annual				Moor Disposal	
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>	
40	Delaware Seashore State Pk:				
	Southeast Day Area	1 ea. Handicapped	Mon & Fri	\$100.00	
41	Holts Landing State Park:				
	Primitive Campground	2 ea. Handicapped	Friday	\$100.00	
				\$50.00	ea
42	Fenwick Island State Park:				
	a. Beach Bath House Parking Lot	1 ea. Handicapped	Friday	\$80.00	
	b. Assawoman Rec. Area	2 ea. Regular	Mon & Fri	\$90.00	
				\$45.00	ea
43	Fenwick Island State Park:	VENDOR OWNED-43 ONLY			
	Fenwick State Beach	1 ea. Regular	Friday	\$50.00	
	(Unincorporated Area)				
44	Delaware Seashore State Park:				
	a. Tower Bay Road	2 ea Regular	Mon & Fri	\$160.00	
				\$80.00	ea
	b. New Road	2 ea Regular	Mon & Fri	\$160.00	
				\$80.00	ea
	c. Keybox Road	2 ea Regular	Mon & Fri	\$160.00	
				\$80.00	ea
	d. Conquest Road	2 ea Regular	Mon & Fri	\$160.00	
				\$80.00	ea
	e. Savage Ditch Road	2 ea Regular	Mon & Fri	\$160.00	
				\$80.00	ea

		ZONE 3 - SUSSEX		
		DIV. OF PARK & REC		
		VENDOR OWNED		
Annual				Moor Disposal
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
44	Delaware Seashore State Park:			
	f. North Lot	2 ea Regular	Mon & Fri	\$160.00
				\$80.00 ea
		2 ea Regular	Mon & Fri	\$160.00
				\$80.00 ea
	Delaware Seashore State Park:			
	g. 3R's Road	2 ea Regular	Mon & Fri	\$160.00
				\$80.00 ea
45	Indian river Marina:			
	a. Marina Office	4 ea. Regular	Mon & Fri	\$640.00
				\$160.00 ea
	b. Dry Stack Bldg.	4 ea. Regular	Mon & Fri	\$640.00
				\$160.00 ea
		STATE OWNED		
46	Holts Landing State Park:			
	Primitive Campground	2 ea. Handicapped	Friday	\$90.00
				\$45.00 ea

Contract No.: 05-165-AH
Addendum #5

		ZONE 1 - NEW CASTLE		
		DEPARTMENT OF TRANSPORTATION		
		(DELDOT)		
		VENDOR OWNED		
Annual				A-1 Sanitation
	<u>Location</u>	<u>Unit</u>	<u>Frequency</u>	<u>Monthly Fee/Unit</u>
47	Storage Area Rt. 896 & rt. 40	1 ea. Standard	Pick-up One time	\$63.00
		w/heater	per week	
48	Tybouts Storage Area	1 ea. Standard	Pick-up One time	\$63.00
		w/heater	per week	
49	St. Georges Salt Barn Storage Area	1 ea. Handicapped	Pick-up One time	\$120.00
		w/heater	per week	
50	Other Locations as needed per road work		Will Call	N/A
				A-1 Sanitation
<u>ADDITIONAL CHARGES PER CALL PER UNIT:</u>				
Zone 1	Emergency Service-Weekdays			\$30.00
Zone 1	Emergency Service - Weekends			\$40.00
Zone 2	Emergency Service-Weekdays			\$40.00
Zone 2	Emergency Service - Weekends			\$80.00
Zone 3	Emergency Service-Weekdays			\$40.00
Zone 3	Emergency Service - Weekends			\$80.00

ADDITIONAL TERMS AND CONDITIONS

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5. BILLING:

The successful vendor is required to bill the respective agency as noted, one bill per agency per month. This bill should be itemized per site and should be sent to the following:

DNREC	DNREC	DELDOT
Div. of Fish & Wild Life	Div. of Parks & Rec.	Canal District
Attn: Lacy E. Nichols	Attn: Kenneth Farrall	Attn: Elsie Godwin
89 Kings Highway		250 Bear Christiana Road
Dover, DE 19901		Bear, DE 19701
(302) 739-3441		(302) 326-4414

The successful vendor is required to bill the respective parks rather than the accounting section. Please see Appendix A for exact billing location addresses and contact information.

6. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice.

7. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by the Division of Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

(Rev. 9/12/05)

9. REQUIREMENTS:

This contract is issued to cover the furnishing and delivery of Insecticides as described in the Technical Specifications. These insecticides for Mosquito Control include organophosphates, pyrethroids, mimic growth regulators, biological compounds, and solvents/oils. Formulations include liquid, granular and powder products.

10. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

11. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

12. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

13. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

15. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

16. TERMINATION OF P.O.'s:

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency. If the P.O. is terminated by the Agency for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

17. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

18. TERMINATION OF CONTRACT:

- a. Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

APPENDIX A

1. SCOPE OF WORK:

This contract consists of (1) furnishing and servicing vendor owned units and (2) servicing State owned units. The State anticipates service requirements as Annual (year round), Seasonal and Short term.

2. SERVICE REQUIREMENTS:

Routine service shall be either weekly or two (2) times per week (Mon. & Thurs.) or three (3) times per week (M W & F) based on the location and service needs. Other known service requirements are monthly, once every two weeks and two (2) times per month. The successful contractor shall be capable of providing emergency service and/or unit placement within four (4) hours notice which may include Saturdays.

3. VENDOR OWNED UNITS:

- A Prices for contractor owned units shall include furnishing of units, complete removal of wastes, replacements of appropriate chemicals to assure masking of odors, cleaning and disinfection of units, replacement of supplies, repairs to units and equipment. The successful contractor shall be responsible for repairs and replacement of their units due to damage resulting from vandalism, accidents, storms or otherwise.
- B The contractor supplied units shall be clean and in good condition, and they shall have the overall appearance of a new unit. The units shall be constructed of fiberglass or equivalent product; and shall have firmly mounted doors with all attachments for user security. i.e., paper holder, screen and plastic pipe for venting.
- C Units shall be weather proofed and vented to assure proper circulation of air and reduction of odors. Holding containers shall be leak proof.
- D The Department reserves the right to make changes to the frequency of service, the receipt of additional services and additional units as warranted.

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RENTAL & SERVICING OF PORTABLE TOILETS
REQUEST FOR PROPOSAL

APPENDIX A (Continued)

4. **SERVICE REQUIREMENTS VENDOR OWNED UNITS:**

- A Units shall be serviced one (1) day per week as a minimum; other sites require service two (2) days per week (Monday and Friday) and three (3) days per week (Monday, Wednesday & Friday). The successful contractor shall be capable of providing service high use sites on an emergency basis which may include Saturdays.
- B Service shall include the complete removal of wastes, replacement of appropriate chemicals to assure masking of odors and cleaning and disinfection of units, replacement of supplies, repairs to units and equipment, and all other services necessary to maintain a neat and sanitary unit.
- C The successful contractor shall dispose of all wastes to the satisfaction of the Department; a photocopy of your State of Delaware haulers permit **shall** accompany your proposal.
- D The successful contractor shall be responsible for repairs and replacement of their units due to damage resulting from vandalism, accident, storm, or otherwise. Repairs or replacement of the unit shall be made by the contractor within twenty-four (24) hours of notification in order to ensure uninterrupted service.
- E Removal of units shall be done within a two (2) week period upon notification by the Division Representative.
- F The successful contractor shall properly dispose of trash that has been left in the units. Dumping the trash on the ground is **unacceptable**.

5. **STATE OWNED UNITS:**

Prices for State owned units shall include complete removal of wastes, replacement of appropriate chemicals to assure masking of odors, cleaning and disinfection of units, replacement of supplies and minor repairs to units and equipment. Minor repairs shall be repairs not exceeding \$20.00. The successful contractor shall contact the appropriate Division Representative to receive authorization for all repairs over \$20.00. All authorized repairs over \$20.00 will be reimbursable upon submission of the appropriate documentation.

6. **DELIVERY AND INSTALLATION:**

Delivery, installation and start-up service shall be coordinated with the Division Representative by to ensure proper placement. The Division contacts are: Division of Fish and Wildlife - Mr. Lacy Nichols (302) 739-3441.

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APPENDIX A (Continued)

6. **DELIVERY AND INSTALLATION:** (Continued)

DELDOT – Canal District - Ms. Elsie Godwin – (302) 326-4414.

Division of Parks and Recreation:

- | | |
|---|--|
| 1. Trap Pond State Park
RD2, Box 331
Laurel, DE 19956
Attn: John McMillon
Phone: (302) 875-5153 | 2. Indian River Marina
Inlet 838
Rehoboth Beach, DE 19971
Attn: Gary King
Phone: (302) 227-3071 |
| 3. Holts Landing State Park
Delaware Seashore State Park
Inlet 850
Rehoboth Beach, DE 19971
Attn: Doug Long
Phone: (302) 227-2800 | 4. Fenwick Island State Park
Delaware Seashore State Park
Inlet 850
Rehoboth Beach, DE 19971
Attn: Doug Long
Phone: (302) 227-2800 |
| 5. Cape Henlopen State Park
42 Cape Henlopen Drive
Lewes, DE 19958
Attn: Pat Cooper
Phone: (302) 649-8983 | |

7. **ADDITIONAL CHARGES:**

Vendor(s) are required to break out the additional charges per call per unit for emergency service on weekdays and weekends.

RENTAL & SERVICING OF PORTABLE TOILETS
REQUEST FOR PROPOSAL

**ZONE 1 – NEW CASTLE COUNTY
DIVISION OF FISH & WILDLIFE**

VENDOR OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
1	Augustine Beach (Boat Ramp)	1 ea. Standard 1 ea. handicapped	Twice Week Mon & Fri	03/01/05 – 02/28/06
2	Collins Beach (Boat Ramp)	1 ea. Standard 1 ea. Handicapped	Twice Week Mon & Fri	03/01/05 – 02/28/06
3	Ommelanden Range	1 ea. Standard 1 ea. Handicapped	Twice Week Mon & Fri	03/01/05 – 02/28/06
Seasonal				
	Location	Unit	Frequency	Season
4	Augustine Beach (Boat Ramp)	2 ea. Standard 1 ea. Standard *CVA	Twice Week Mon & Fri	04/01/05 – 10/31/06
5	Collins Beach (Boat Ramp)	1 ea. Standard *CVA	Twice Week Mon & Fri	05/01/05 – 10/31/06
Short Term				
	Location	Unit	Frequency	Season
6	Augustine Beach Shop (Check Station)	1 ea. Standard	As required	09/01/05 – 01/31/06

CONTRACT NO. 05-165-AH
RENTAL & SERVICING OF PORTABLE TOILETS
REQUEST FOR PROPOSAL

**ZONE 2 – KENT COUNTY
DIVISION OF FISH & WILDLIFE**

VENDOR OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
7	McGinnis Pond Shop	1 ea. Standard	Weekly-Mon	03/01/05 – 02/28/06
8	Little Creek Wildlife Shop	1 ea. Standard	Weekly-Mon	03/01/05 – 02/28/06
9	AREC Main Bldg.	1 ea. Standard	Weekly-Mon	03/01/05 – 02/28/06
10	Sugar Loaf Farm N.G. Wilder WMA 782 Kersey Rd. Viola, DE	1 ea. Standard	Weekly Mon	03/01/05 – 02/28/06
Seasonal				
	Location	Unit	Frequency	Season
11	Woodland Beach Fishing Pier	1 ea. Standard 1 ea. Handicapped	Weekly- Mon	05/01/05 – 12/31/05
12	Port Mahon (Boat Ramp)	1 ea. Standard 1 ea. Handicapped	Weekly-Mon	05/01/05 – 10/31/05
13	Bowers Beach (Boat Ramp)	1 ea. Standard 1 ea. Handicapped 1 ea. Standard *CVA	Weekly-Mon	05/01/05 – 10/31/05
Short Term				
	Location	Unit	Frequency	Season
14	Little Creek Deer Check Station (Rt. 9 near Fish & Wildlife Shop)	1 ea. Standard	As required	09/01/05 – 02/28/06 04/15/05 – 05/15/05
15	AREC Check Station (Rt. 9 near AREC Main Bldg.)	1 ea. Standard	As required	09/01/05 – 02/28/06

STATE OWNED UNIT

Seasonal				
	Location	Unit	Frequency	Season
16	Ted Harvey W.A. (Logan Lane Fishing Area)	1 ea. Handicapped	Weekly-Mon	05/01/05 – 10/31/05

(Rev. 11/21/05) **Addendum #6**

CONTRACT NO. 05-165-AH
RENTAL & SERVICING OF PORTABLE TOILETS
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**ZONE 3 - SUSSEX COUNTY
DIVISION OF FISH & WILDLIFE**

VENDOR OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
17	Nanticoke Wildlife Area Shop	1 ea. Standard	Weekly-Mon	03/01/05 – 02/28/06
18	Assawoman Wildlife Area Shop	1 ea. Standard	Weekly-Mon	03/01/05 – 2/28/06
19	Assawoman Wildlife Area: a. Mulberry Landing Boat Ramp b. Strawberry Landing Fishing Area c. Sassafras Landing Fishing Area	1 ea. Standard 1 ea. Handicapped 1 ea. Standard 1 ea. Standard	Weekly-Mon Twice Weekly (M & F) Weekly Mon Twice Weekly (M & F) Weekly-Mon Twice Weekly (M & F)	11/01/05 – 02/28/06 03/01/05 – 10/31/05 11/01/05 – 02/28/06 03/01/05 – 10/31/05 11/01/05 – 02/28/06 03/01/05 – 10/31/05
Seasonal				
	Location	Unit	Frequency	Season
20	Cedar Creek Boat Ramp	1 ea. Standard 1 ea. Handicapped 1 ea. Standard *CVA	Twice Weekly (M & F)	05/01/05 – 10/31/05
21	Lewes Boat Ramp	1 ea. Standard 1 ea. Handicapped 1 ea. Standard *CVA	Three Times Weekly (M W & F)	05/01/05 – 12/31/05
22	Phillips Landing	1 ea. Standard 1 ea. Handicapped 1 ea. Standard *CVA	Twice Weekly (M & F)	05/01/05 – 10/31/05
23	Rosedale Beach	1 ea. Standard 1 ea. Handicapped 1 ea. Standard *CVA	Twice Weekly (M & F)	05/01/05– 10/31/05
24	Massey's Landing	1 ea. Standard 1 ea. Handicapped 1 ea. Standard *CVA	Three Times Weekly (M W & F)	05/01/05 – 12/31/05

* Denotes one unit is a CVA Dump Station.

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RENTAL & SERVICING OF PORTABLE TOILETS
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**ZONE 1 – NEW CASTLE COUNTY
DIVISION OF PARKS & RECREATION**

STATE OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
25	Lums Pond State Park: a. Boat Ramp b. Primitive Campground c. #1 Area	1 ea. Handicapped 1 ea. Handicapped 1 ea. HC & 1 Reg. 1 ea. HC & 1 Reg. 1 ea. Regular 1 ea. Regular	Weekly-Fri On Call Weekly-Fri On Call On Call On Call	03/01/05 – 11/30/05 12/01/05 – 02/28/06 03/01/05 – 11/30/05 12/01/05 – 02/28/06 03/01/05 – 03/31/05 11/01/01 – 02/28/06
26	Fort DuPont State Park Maintenance Shop	1 ea. Handicapped	On Call	03/01/05 – 02/28/06
27	White Clay Creek State Park: a. Carpenter Recreation Area – Main Lot b. Carpenter Recreation Primitive Campground	1 ea. Handicapped 1 HC & 2 Reg.	Monday On Call	03/01/05 – 02/28/06 03/01/05 – 02/28/06

VENDOR OWNED

Annual				
	Location	Unit	Frequency	Season
28	White Clay Creek State Park Possum Hill Area Nine- Foot Road Lot	1 ea. Handicapped 1 ea. Handicapped 1 ea. Handicapped	On Call Monday On Call	03/01/05 – 04/30/05 05/01/05 – 10/31/05 11/01/05 – 02/28/06

CONTRACT NO. 05-165-AH
RENTAL & SERVICING OF PORTABLE TOILETS
REQUEST FOR PROPOSAL

ZONE 1 – NEW CASTLE COUNTY (Continued)
DIVISION OF PARKS & RECREATION

VENDOR OWNED

Annual				
	Location	Unit	Frequency	Season
29	Fort DuPont State Park:			
	a. Grass Dale	1 ea. Regular	Weekly-Fri	03/01/05 – 02/28/06
	b. Boat Ramp	1 ea. Regular	Mon. & Fri. Weekly	04/01/05– 10/31/05 11/01/05 – 02/28/06
	c. Fort DuPont	1 Handicapped	Mon. & Fri Weekly	04/05/05 – 10/31/05 11/01/05 – 02/28/06
30	Wilmington State Park:			
	a. Josephine Garden (Fountain Pump House)	1 ea. Regular 2 ea. Regular 1 ea. Regular	Weekly-Fri Weekly-Fri Weekly-Fri	03/01/05 – 03/31/05 04/01/05 – 10/31/05 11/01/05 – 03/31/06
	b. Gilpin Avenue & Clayton St. Rodney St. Tennis Court	1 ea. Regular	Weekly-Fri	04/01/05 – 10/31/05
	c. Rattlesnake Run (Bottom of Hill by River)	1 ea. Regular	Weekly-Fri	04/01/05 – 10/31/05

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ZONE 1 – NEW CASTLE COUNTY (Continued)
DIVISION OF PARKS & RECREATION

STATE OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
31	Bellevue State Park:			
	a. Art Center	1 ea. Handicapped	Weekly-Fri	03/01/05 – 02/28/06
	b. Vegetable Garden	2 ea. Regular	Weekly-Fri	03/16/05 – 10/31/05
	c. Percheron Barn	1 ea. HC & 1 Reg.	Weekly-Fri	10/31/05 – 11/15/05
	d. Carriage House	1 ea. Regular	Weekly-Fri	06/01/05 – 08/31/05
	e. Bandshell	1 ea. Handicapped	Weekly-Fri	06/01/05 – 08/31/05
32	Fox Point State Park: Fox Point	1 ea. HC & Reg.	Weekly-Fri	11/15/05 – 03/31/06
33	Brandywine Creek State Park:			
	Primitive Campground	2 ea. Regular	On Call	03/01/05 – 02/28/06

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**ZONE 2 – KENT COUNTY
DIVISION OF PARKS & RECREATION**

STATE OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
34	Killens Pond State Park:			
	a. Campground Fee Booth	1 ea. Regular	On Call Weekly-Fri On Call	03/01/05 – 03/31/05 04/01/05 – 10/31/05 11/01/05 – 02/28/06
	b. Campground Pavilion	1 ea. Handicapped	On Call Weekly-Fri On Call	03/01/05 – 03/31/05 04/01/05 – 10/31/05 11/01/05 – 02/28/06
	c. G Loop Campground	1 ea. HC & Reg.	On Call Weekly-Fri On Call	03/01/05 – 03/31/05 04/01/05 – 10/31/05 11/01/05 – 02/28/06
	d. Boat Rental	1 ea. Handicapped	Weekly-Fri	05/01/05 – 10/31/05
	e. Dump Station	Holding Tank	On Call	03/01/05 – 02/28/06
	f. Youth Group Camping Area	1 ea. HC & Reg.	On Call Weekly-Fri On Call	03/01/05 – 03/31/05 04/01/05 – 10/31/05 11/01/05 – 02/28/06
	g. Yurt	1 ea. Handicapped	On Call Weekly-Fri On Call	03/01/05 – 3/31/05 04/01/05 – 10/31/05 11/01/05 – 02/28/06
	h. Boat Ramp	1 ea. Handicapped	On Call Weekly-Fri On Call	03/01/05 – 03/31/05 04/01/05 – 10/31/05 11/01/05 – 02/28/06

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ZONE 3 - SUSSEX COUNTY
DIVISION OF PARKS & RECREATION

VENDOR OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
35	Trap Pond:			
	a. Trussum Pond	1 ea. Handicapped	Weekly-Fri	05/01/05 – 10/31/05
	b. Boat Ramp	1 ea. Handicapped	Weekly-Fri	05/01/05 – 10/31/05
	c. Boat House	1 ea. handicapped	Weekly-Fri	05/01/05 – 10/31/05

STATE OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
36	Trap Pond State Park:			
	a. Boy Scout Area	1 ea. Regular	Weekly-Fri	03/01/05 – 11/30/05
	b. Cypress Point	1 ea. Handicapped	Weekly-Fri	04/01/05 – 11/30/05
	c. Nature Center	1 ea. Regular	Weekly-Fri	03/01/05 – 02/28/06

Annual				
	Location	Unit	Frequency	Season
37	Cape Henlopen State Park:			
	a. Herring Point	1 ea. Handicapped	M., W., & F.	06/15/05 – 09/16/05
	b. Primitive Youth Camp	1 ea. HC & 1 Reg.	On Call	03/01/05 – 03/31/05
			Mon. & Fri.	04/01/05 – 10/31/05
			On Call	11/01/05 – 02/28/06
	c. Pavilion	1 ea. Handicapped	On Call	03/01/05 – 03/31/05
		1 ea. HC & 1 Reg.	Mon & Fri	04/01/05 – 05/31/05
		1 ea. HC & 2 Reg.	Mon & Fri	06/01/05 – 09/15/05
		1 ea. HC & 1 Reg.	Friday	09/15/05 – 10/31/05
		1 ea. Handicapped	On Call	11/01/05 – 02/28/06
	d. Fishing Pier	1 ea. HC & 1 Reg.	Mon & Fri	04/01/05 – 05/15/05
		1 ea. HC & 1 Reg.	M W F & Su	05/16/05 – 09/15/05
		1 ea. HC & 1 Reg.	Mon & Fri	09/16/05 – 10/31/05

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ZONE 3 - SUSSEX COUNTY – (Continued)
DIVISION OF PARKS & RECREATION

VENDOR OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
38	State Henlopen State Park:			
	a. Gordon's Pond	2 ea. HC & 6 Reg. 2 ea. HC & 6 Reg. 2 ea. HC & 2 Reg.	M W & F M W F & Sun Mon. & Fri.	05/16/05 – 06/30/05 07/01/05 – 09/15/05 09/16/05 – 10/31/05
	b. Beach Plum Island	1 ea. HC & 1 Reg.	Mon. & Fri.	04/15/05 – 10/31/05
39	Holts Landing State Park Main Parking Lot	1 ea. Handicapped	Mon. & Fri.	05/01/05 – 10/31/05

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ZONE 3 - SUSSEX COUNTY – (Continued)
DIVISION OF PARKS & RECREATION

STATE OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
40	Delaware Seashore State Park: Southeast Day Area	1 ea. Handicapped	Mon. & Fri.	03/01/05 – 02/28/06
41	Holts Landing State Park Primitive Campground	2 ea. Handicapped	Friday	03/01/05 – 10/31/05
42	Fenwick Island State Park: a. Beach Bath House Parking Lot b. Assawoman Rec. Area	1 ea. Handicapped 2 ea. Regular	Friday Mon. & Fri.	03/01/05 – 02/28/06 05/01/05 – 02/28/06

VENDOR OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
43	Fenwick Island State Park: Fenwick State Beach (Unincorporated Area)	1 ea. Regular	Friday	05/15/05 – 09/30/05
44	Delaware Seashore State Park: a. Tower Bay Road b. New Road c. Keybox Road d. Conquest Road e. Savage Ditch Road f. North Lot g. 3R's Road	2 ea. Regular 2 ea. Regular 2 ea. Regular 2 ea. Regular 2 ea. Regular 3 ea. Regular 1 ea. Handicapped 2 ea. Regular	Mon. & Fri. Mon. & Fri. Mon. & Fri. Mon. & Fri. Mon. & Fri. Mon. & Fri. Mon. & Fri.	05/01/05 – 10/31/05 05/01/05 – 10/31/05 05/01/05 – 10/31/05 05/01/05 – 10/31/05 05/01/05 – 10/31/05 03/01/05 – 02/28/06 05/01/05 – 10/31/05

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ZONE 3 - SUSSEX COUNTY – (Continued)
DIVISION OF PARKS & RECREATION

VENDOR OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
45	Indian River Marina a. Marina Office	4 ea. Regular	Mon. & Fri.	05/01/05 – 10/31/05
	b. Dry Stack Bldg.	2 ea. Regular	Mon, & Fri.	05/01/05 – 12/31/05

STATE OWNED UNITS

Annual				
	Location	Unit	Frequency	Season
46	Holts Landing State Park: Primitive Campground	2 ea. Handicapped	Friday	03/01/05 – 10/31/05

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**ZONE 1 – NEW CASTLE COUNTY
DELDOT**

VENDOR OWNED UNITS

Seasonal				
	Location	Unit	Frequency	Season
47	Storage Area Route 896 & Route 40 Glasgow, DE	1 ea. Standard w/heaters	Pickup 1 time per week	11/15/05 – 3/31/06
48	Tybouts Storage Area 900 DuPont Hwy Bear, DE	1 ea. Standard w/heaters	Pickup 1 time per week	11/15/05 – 3/31/06
48	St. Georges Salt Barn Storage Area South St. Georges – 1 st right after going over bridge	1 ea. Standard w/heaters	Pickup 1 time per week	11/15/05 – 3/31/06
50	Other Locations as needed per road work. Will call basis only.			7/01/05 – 6/30/06